

**CHANGES IN THE 2013-2015 COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE  
STATE OF MINNESOTA AND  
STATE RESIDENTIAL SCHOOLS' EDUCATION ASSOCIATION (SRSEA)**

Unless otherwise indicated, all changes are effective February 19, 2014.

Technical change replaces "employee" with "teacher," where applicable, throughout entire labor agreement.

**ARTICLE 1 – PREAMBLE**

Technical changes of the effective year.

**ARTICLE 2 – ASSOCIATION RECOGNITION**

No change.

**ARTICLE 3 – ASSOCIATION RIGHTS**

No change.

**ARTICLE 4 – DUES DEDUCTIONS**

No change.

**ARTICLE 5 – NON-DISCRIMINATION**

Technical change re-words existing language on processing of sexual harassment claims.

**ARTICLE 6 – ACADEMIC FREEDOM**

Change modifies existing language on Academic Freedom to the following:

To prepare students for responsible and informed citizenship, teachers have the right and responsibility to promote an atmosphere of free inquiry and approach subject matter from a broad range of viewpoints. Teachers shall have the freedom to present information using their professional judgment and knowledge of the content area. The teacher's approach to a topic shall take into account all relevant facts and perspectives. There shall be no unreasonable restraints which would impair teachers' abilities to present and publish their subject matter in this context, where such publication is done on a not-for-profit basis.

## **ARTICLE 7 – MEET AND CONFER**

No change.

## **ARTICLE 8 – HOURS OF WORK**

Section 8. Work Environment. (NEW). Change adds the following language:

The employer shall provide each teacher with a stable work environment. Each teacher will have a designated classroom or classrooms with access to adequate educational materials. If the employer changes any teacher's classroom assignment, the employer must give sufficient notice where practicable, specifying the new location and granting the teacher time without student contact to make the move.

## **ARTICLE 9 – TEACHER ASSIGNMENTS**

No change.

## **ARTICLE 10 – PROFESSIONAL DEVELOPMENT**

No change.

## **ARTICLE 11 – PERFORMANCE REVIEW**

Section 3. Format. Change adds sentence "A teacher's position description shall be reviewed and signed off once annually by each teacher."

## **ARTICLE 12 – PROBATIONARY PERIOD**

No change.

## **ARTICLE 13 – VACANCIES**

No change.

## **ARTICLE 14 – SENIORITY**

No change.

## **ARTICLE 15 – LAYOFF**

No change.

## **ARTICLE 16 – DISCIPLINE**

No change.

## **ARTICLE 17 – GRIEVANCE PROCEDURE**

No change.

## **ARTICLE 18 – LEAVES OF ABSENCE**

No change.

## **ARTICLE 19 – VACATION LEAVE**

Section 1. Allowances General Conditions. Technical change re-titles section.

Section 1. B. Crediting and Use of Vacation Upon Entry. New language permits management to allow employees new to state service to be credited and to use up to forty (40) hours of vacation during the first six (6) months of employment. Credited hours will be reduced proportionately as they are earned. If the employee leaves prior to six (6) months, any hours advanced but not earned will not be paid out.

## **ARTICLE 20 – SICK LEAVE**

Section 3. Sick Leave Use. B. Others. Cross-reference to Employer's letter, inserted in back of contract, regarding employee usage of accrued sick leave for the illness and injury of certain family members.

## **ARTICLE 21 – HOLIDAYS**

No change.

## **ARTICLE 22 – INSURANCE**

Technical date changes as appropriate throughout Article.

Section 2. Eligibility for Group Participation – A. Employees – Basic Eligibility. Change reference to temporary employees to temporary "classified" employees.

Section 2. Eligibility for Group Participation – B. Employees – Special Eligibility 3. Retired Employees. Change reference to "Separated Employees Under M.S. 43A.27" and modify language to comply with law and practice.

Section 2. Eligibility for Group Participation – C. Dependents. 1. Spouse. Effective January 1, 2015, if both spouses work for the State or another organization participating in the State's Group Insurance Program, a spouse may be covered as a dependent by the other.

Section 2. Eligibility for Group Participation – C. Dependents. 2 Children. c. Coverage Under Only One Plan. Effective January 1, 2015 for purposes of health and dental coverage, if the employee's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may be covered as a dependent by the employee.

Section 3. Eligibility for Employer Contribution. A. Full Employer Contribution – Basic Eligibility. Clarify the language for employees who are scheduled to work at least 75% who are eligible for full Employer contribution.

Section 3. Eligibility for Employer Contribution. B. Partial Employer Contribution – Basic Eligibility. Clarify the language for employees who are scheduled to work at least 50% but less than 75% who are eligible for the partial Employer contribution.

Section 3. Eligibility for Employer Contribution. D. Special Eligibility 1. Employees on Layoff. Clarify language regarding eligibility for Employer contribution while on seasonal and permanent layoff.

Section 3. Eligibility for Employer Contribution. E. Maintaining Eligibility for Employer Contribution. 4. Special Leaves. Add section title, "Special Leaves."

Section 4. Amount of Employer Contribution. Technical date changes.

Section 4. Amount of Employer Contribution. A. Contribution Formula 1. Employee Coverage. Beginning 1/1/15, for employee health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium.

Section 4. Amount of Employer Contribution. B. Contribution Formula – Dental Coverage. Technical date changes.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. Technical date changes.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. a. Benefit Options 4) Advantage Benefit Chart for Services Incurred During Plan Years. Technical date changes. Delete obsolete chart and insert new chart, including references to in-network convenience clinics and online care.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. e. Prescription Drugs. 1) Copayments and annual out-of-pocket maximums. Delete obsolete language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. j. Lifetime maximums and non-prescription out-of-pocket maximums. Delete obsolete language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. k. In-Network Convenience Clinics and Online Care. Added language regarding on-line care and that it is subject to a ten dollar (\$10) copayment. First dollar deductibles are waived for on-line care.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 6. Post-Retirement Health Care Benefit. Clarifies that employees who separate and are eligible to receive a retirement annuity are entitled to the benefit. If employees have an HCSP waiver on file, they receive the benefit in cash.

Section 7. Optional Coverages. A. Employee and Family Dental Coverages. 2. Coverage Under State Dental Plan. a. Copayments. Technical date change.

Section 7. Optional Coverages. A. Employee and Family Dental Coverages. 2. Coverage Under State Dental Plan. c. Annual Maximums. The annual maximum benefit is increased from \$1,000 to \$1,500.

## **ARTICLE 23 – CORRECTIONAL EMPLOYEES RETIREMENT PLAN**

No change.

## **ARTICLE 24 – INJURED ON DUTY**

No change.

## **ARTICLE 25 – SALARIES**

Technical date changes as appropriate throughout Article.

Technical changes throughout Article renumbering Sections following inclusion of new Section 2.

Section 2. Conversion. Effective July 1, 2013, employees shall be assigned to the same relative step within the salary range for their class except as specified below.

Employees who are paid a rate which exceeds the maximum rate for their class prior to the implementation of this Agreement, but whose rate falls within the new salary range for their class, shall be assigned to the maximum of the new range.

Employees whose salaries as of June 30, 2013 equal or exceed the new maximum rate for their class shall not receive a salary adjustment, but these employees shall not receive a reduction in pay.

Section 3. First Year Wage Adjustment. Effective July 1, 2013, all salary ranges and rates shall be increased by three percent (3.0%), rounded to the nearest cent. Employees convert to the new compensation grid as provided in Section 2.

Section 4. Second Year Wage Adjustment. Effective July 1, 2014, all salary ranges and rates shall be increased by three percent (3.0%), rounded to the nearest cent. This salary adjustment shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

Section 13. Medical/Dental Expense Account. Insurance eligible employees may participate in a medical dental expense reimbursement program on a pre-tax basis as permitted by law or regulation up to the maximum provided in the IRS regulations. Obsolete language reading “up to a maximum of five thousand dollars (\$5,000) per calendar year” will be amended to align the annual MDEA maximum with the amount of salary reduction contributions allowed under Section 125 of the Internal Revenue Code per calendar year.”

## **ARTICLE 26 – EXPENSE ALLOWANCES**

Section 5. Meal Allowances. Throughout the Section change the reference from “home” station to temporary or permanent work station.

The meal rate for dinner effective through December 31, 2013, will increase from \$14.00 to \$15.00.

Beginning January 1, 2014, the meal rates are:

Breakfast	\$ 9.00
Lunch	\$11.00
Dinner	\$16.00

Metropolitan meal rates are added. The metropolitan areas eligible for the higher meal reimbursement are listed in Section 5.

Effective through December 31, 2013 the metro meal reimbursement rates are:

Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	\$17.00

Beginning January 1, 2014, the meal rates are:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00

#### **ARTICLE 27 – RELOCATION ALLOWANCES**

No change.

#### **ARTICLE 28 – SEVERANCE PAY**

No change.

#### **ARTICLE 29 – WORK RULES**

No change.

#### **ARTICLE 30 – MANAGEMENT RIGHTS**

No change.

#### **ARTICLE 31 – JOB SAFETY**

No change.

#### **ARTICLE 32 – STRIKES AND LOCKOUTS**

No change.

#### **ARTICLE 33 – EMPLOYEE MOBILITY**

No change.

**ARTICLE 34 – VOLUNTARY REDUCTION IN HOURS**

No change.

**ARTICLE 35 – SAVINGS CLAUSE**

No change.

**ARTICLE 36 – COMPLETE AGREEMENT AND WAIVER**

No change.

**ARTICLE 37 – DURATION**

Technical name and date changes.

The deadline date by which the parties must file to reopen the contract is moved from September 15 of even years to January 1 of odd years.

**APPENDIX A – PRO-RATA VACATION SCHEDULE**

No change.

**APPENDIX B – PRO-RATA SICK LEAVE SCHEDULE**

No change.

**APPENDIX B-1 – PRO-RATA HOLIDAY SCHEDULE**

No change.

**APPENDIX C-1 – SALARY SCHEDULE, EFFECTIVE 7-1-2013**

Technical changes made concordant with modifications made to Article 25, Salaries.

**APPENDIX C-2 – SALARY SCHEDULE, EFFECTIVE 7-1-2014**

Technical changes made concordant with modifications made to Article 25, Salaries.

**APPENDIX D-1 – CLASS ASSIGNMENTS TO SALARY GRID 7-1-2013**

Technical changes made concordant with modifications made to Article 25, Salaries.



**APPENDIX D-2 – CLASS ASSIGNMENTS TO SALARY GRID 7-1-2014**

Technical changes made concordant with modifications made to Article 25, Salaries.

**APPENDIX E – REQUEST FOR LANE CHANGE**

No change.

**APPENDIX F – REQUEST FOR APPROVAL OF CREDIT**

No change.

**APPENDIX G – CREDIT DOCUMENTATION FORM**

No change.

**APPENDIX H – EDUCATION GRANT FORM**

No change.

**APPENDIX I – DHS DEPARTMENT-WIDE AGREEMENT**

No change.

**APPENDIX J – SUPPLEMENTAL AGREEMENT – THE PERPICH CENTER FOR ARTS EDUCATION**

Technical changes made throughout supplemental to include Crosswinds Arts and Science School.

Article 5. Vacation Leave. Added new language requiring the Appointing Authority to notify the Local Union no later than March 1<sup>st</sup> of each fiscal year if it is requiring teachers to use vacation during official school breaks. Also removed language requiring teachers to wait 4 months before they are eligible to use vacation.

Article 9. Extra-Curricular Activities. Inclusion of Crosswinds Arts & Science School rates for performance of extra-curricular assignments.

**APPENDIX K – SUPPLEMENTAL AGREEMENT – MINNESOTA STATE ACADEMY FOR THE BLIND AND MINNESOTA ACADEMY FOR THE DEAF**

Section 1. Vacation Usage. Removed language requiring teachers to wait 4 months before they are eligible to use vacation.

Article 6. Extracurricular Assignments. Section 1. Assignments. Technical change to correct typo replacing the word “above” with the word “below”.

Article 6. Extracurricular Assignments. Section 2. Extracurricular Salary Schedule. Changed effective dates and base pay of the Extra Curricular Salary Schedule to reflect a 3% increase each fiscal year. Also added additional \$200 to the base stipend for MSAD Track Coaches and added Education Center Teacher stipend. Increased remaining stipends for various job duties by 3% each fiscal year.

#### **APPENDIX L – STATUTORY LEAVES**

Technical change amends title of statutory sick leave following change in state law.

#### **APPENDIX M – SENIORITY ROSTER**

No change.

#### **APPENDIX M-1 – CORRECTIONS SENIORITY ROSTER**

Change updates DOC-specific seniority roster form to comply with the method of determining seniority as negotiated the previous round.

#### **APPENDIX N – GLOSSARY**

No change.

#### **APPENDIX O – STIPULATION ON RELEASE OF INFORMATION**

Technical change to effective date.

#### **APPENDIX P – STATEWIDE POLICY ON FMLA**

Change replaces full policy with a 2-paragraph description of the FMLA, as found on the federal DOL website, and includes a link to MMB’s statewide FMLA policy website.

#### **APPENDIX Q – SENIORITY UNITS**

Technical change adds Crosswinds as a seniority unit and re-words several seniority units.

#### **LETTERS**

Change deletes obsolete Letter on Insurance benefits.

Change includes Letter of July 2, 2013 regarding change in state sick leave law.